NONDISCLOSURE AGREEMENT

This agreement (“**Agreement**”) is made by and between priceline.com LLC (“**Company**”) and <<[Account\_Name]>> (“**Counterparty**”) (each a “Party” and collectively, the “Parties”). The effective date of this Agreement is <<[Agreement\_StartDate]>> (“**Effective Date**”).

1. DEFINITIONS

The following definitions are used in this Agreement:

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| 1. **TERM** | 1. **DEFINITION** |
| **Affiliate** | means any entity that directly or indirectly controls, is controlled by or is under common control with a Party at any time during the term of this Agreement, including its directors, officers and employees. |
| **Company Competitor** | means any competitor of Booking Holdings Inc. or its Affiliates that is offering comparison and/or reservation services (e.g. an online travel agent, tour operator, meta-platform, etc.) in relation to travel (e.g. accommodation, flights, rental cars). |
| **Confidential Information** | 1. means any information, data, documents or other materials in any format obtained from or disclosed by one Party or its Affiliates or Representatives (“**Disclosing Party**”) to the other Party or its Affiliates or Representatives (“**Receiving Party**”) at any time, including, information concerning the Disclosing Party’s or its Affiliates’, businesses, operations, markets, products, designs, technical data, Personal Data (as defined below), trade secrets, formulas, processes, computer programs, know-how, research and development, financial condition, strategies, marketing information, contracts, customers, employees or prospects. The term Confidential Information does not include information that: (a) is or becomes generally available to or known by the public (other than as a result of its disclosure in violation of this Agreement); (b) the Receiving Party knows at the time of disclosure provided that, to the Receiving Party’s knowledge, such information is not subject to other confidentiality obligations to the Disclosing Party; or (c) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party provided that, to the Receiving Party’s knowledge, the source is not bound by confidentiality obligations to the Disclosing Party. |
| **Contract** | 1. means a binding contract in relation to any aspect of the Purpose. |
| **Person** | 1. means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a government or political subdivision, or its agency or instrumentality. |
| **Personal Data** | 1. means any information relating to an identified or identifiable natural Person or device (as defined under applicable data protection and data privacy laws). |
| **Purpose** | 1. means to facilitate potential commercial partnership and/or investment discussions between the Parties. |
| **Representatives** | 1. means a Party’s or its Affiliates’ agents, attorneys, accountants and financial advisors. |

1. Restrictions and Obligations
   1. The Receiving Party agrees that it will only use Confidential Information for the Purpose and not for any other reason. It will keep the Confidential Information confidential and will not disclose it to any Person other than its Affiliates and Representatives, provided that: (a) it will not disclose Confidential Information to any Company Competitors (even if the Party itself is deemed a Company Competitor); (b) disclosure to a Representative is only on the basis that the Representative needs to know the Confidential Information in order to assist the Receiving Party in connection with the Purpose; and (c) the Affiliate or the Representative is informed by the Receiving Party of the confidential nature of the information and is obliged by the Receiving Party to keep the information confidential. Neither Party will (or will permit its Affiliates or Representatives to) disclose any facts or details relating to the Purpose, including the fact that discussions or negotiations are taking or have taken place between the Parties.
   2. The Receiving Party will be responsible for any breach of the Agreement by its Affiliates or Representatives.
   3. If Confidential Information includes any Personal Data, each Party: (a) must only process Personal Data as necessary for the performance of the Purpose; (b) is responsible for processing the Personal Data in accordance with applicable data protection and data privacy laws, regulations and the Party’s published privacy policies and notices; and (c) shall use appropriate technical, operational and management controls to protect the confidentiality, integrity and non-disclosure of the Personal Data.
2. Required Disclosure

Each Party may disclose Confidential Information to the extent that such disclosure is required by law provided that (to the extent permitted by law) it gives the other Party advance written notice of the disclosure identifying: (a) which Confidential Information it proposes to disclose; (b) the legal basis for the disclosure; (c) the third party who will receive the Confidential Information; (d) any deadline for the disclosure; and (e) the proposed date of the disclosure. The Receiving Party will cooperate with any reasonable effort by the other Party, its Affiliates or Representatives to lawfully prevent or restrict the disclosure (at the other Party’s expense).

1. Ownership

All Confidential Information will remain the Disclosing Party’s property. The Disclosing Party does not grant any license to its trademarks, copyrights, patents or other intellectual property pursuant to this Agreement.

1. Return or Destruction of Confidential Information

At the written request of the Disclosing Party, the Receiving Party will stop using the Confidential Information and will, as soon as reasonably practicable, destroy or return to the Disclosing Party all Confidential Information or materials containing Confidential Information, and will ensure its Affiliates and Representatives do the same. The Receiving Party will provide written certification of the destruction. The Receiving Party may, however, retain any Confidential Information in its possession: (a) that has been automatically saved electronically as part of a computer archival, disaster recovery or similar back-up system; (b) as required in accordance with applicable laws and regulations; and (c) for the purpose of resolving disputes that have arisen under this Agreement.

1. Equitable Remedies

The Parties acknowledge that any breach of this Agreement could cause irreparable harm to the Disclosing Party, the impact of which would be difficult to ascertain and quantify. The Parties therefore agree that the Disclosing Party may apply to a court of competent jurisdiction for an order preventing any further breaches and for any other appropriate equitable relief. This right is in addition to any other remedies that may be available to the Disclosing Party.

1. No Implied Obligations

Unless and until a Contract has been entered into by the Parties, neither Party will be under any obligation with respect to any potential commercial partnership and/or investment and each Party may withdraw from the Purpose without any obligation or liability to the other Party (or any other Person) as a result.

1. No Representation or Warranty

The Disclosing Party makes no representation or warranty, whether express or implied, as to the accuracy or completeness of the Confidential Information. The Disclosing Party will have no liability to the Receiving Party (or any other Person) resulting from its use of Confidential Information.

1. Term

This Agreement will begin on the Effective Date and will continue for <<[Term]>> years or, if earlier, until it is superseded by a Contract, provided that: (a) sections 2.2, 4, ‎6, ‎7, ‎8, ‎9, ‎and 10 will continue indefinitely; and (b) the obligations in sections 2.1, 2.3, 3 and 5 will continue as long as the Receiving Party retains possession or control of the Confidential Information (including after termination or expiry). Either Party may terminate this Agreement at any time by providing the other Party with thirty (30) days prior written notice.

1. General Provisions
   1. **Governing Law and Jurisdiction.** This Agreement and the Parties’ rights and obligations under it will be governed by the law set out in the table below, depending on the country in which the Company is incorporated, without regard to conflict-of-laws or similar provisions that would mandate or permit application of the substantive law of any other jurisdiction. The Parties agree that the courts in the venues set out in the table below will have jurisdiction over any disputes relating to this Agreement. To the extent permitted by law, each party irrevocably waives any right to trial by jury in any legal proceedings in any way related to this agreement.

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| 1. Domicile of Company | 1. Governing Law | Venue |
| USA, Canada, Mexico | New York | New York, New York |
| Europe or Middle East, or any jurisdiction not listed below. | The Netherlands | Amsterdam |
| United Kingdom | England & Wales | London |

* 1. **Amendments.** Any amendment to this Agreement must be made in writing and signed by both Parties in order to be binding.
  2. **Third Party Beneficiary.** If the Counterparty receives Confidential Information from, or related to, an Affiliate of the Company, that Affiliate is an intended third-party beneficiary of this Agreement and will be entitled to enforce the terms of this Agreement against the Counterparty (and its Affiliates and Representatives) as if it were a Party to this Agreement.
  3. **Assignment.** This Agreement will bind each Party’s successors and assigns. A Party may not assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent of the other Party, except that the Company may assign or transfer its rights and obligations to an Affiliate with notice to the Counterparty. The Counterparty may not assign or transfer its rights or obligations to a Company Competitor or any affiliate of a Company Competitor. Any purported assignment or transfer in violation of this section ‎10.4 will be void.
  4. **Waiver.** The failure of either Party to exercise any right provided in this Agreement will not be a waiver of prior or subsequent rights.
  5. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the disclosure of Confidential Information in relation to the Purpose and supersedes all prior written or oral communications, negotiations, understandings or agreements of any kind related to that disclosure.
  6. **Severability.** If any provision of this Agreement is unenforceable, it will be severed and the remainder of the Agreement will continue in full force and effect.
  7. **Counterparts.** This Agreement may be signed electronically (if permitted in the jurisdiction of the signing Parties) and in counterpart, which together will constitute one agreement. Signed counterparts sent electronically will be deemed the original document.
  8. **Authority.** The person signing on behalf of a Party represents that they have the right and power to execute this Agreement on behalf of that Party.

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| 1. SIGNATURES | | | |
| **For and on behalf of priceline.com LLC** | | **For and on behalf of <<[Account\_Name]>>** | |
| Signature: | \sign1\ | Signature: | \sign2\ |
| Name (print): | \FullName1\ | Name (print): | \FullName2\ |
| Job Title: | \Title1\ | Job Title: | \Title2\ |
| Date: | \DateSigned1\ | Date: | \DateSigned2\ |